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CLERK OF COURT
FOR MULTNOMAH COUNTY

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

04297

TRAEGER GRILLS EAST, LLC,

Plaintiff,

v.

TRAEGER PELLET GRILLS, LLC, a Florida
limited liability company, f/k/a TRAEGER
INDUSTRIES, INC.,

Defendant.

Case No.

1103-04297

COMPLAINT
(Breach of Contract)

**CLAIMS NOT SUBJECT TO
MANDATORY ARBITRATION**

**AMOUNT CLAIMED: Principal Amount
in excess of \$1,000,000.00**

JURY TRIAL DEMANDED

Plaintiff Traeger Grills East, LLC ("Plaintiff"), alleges as follows:

1.

Plaintiff Traeger Grills East, LLC is a Maryland limited liability company with its principal place of business in Bethesda, Maryland.

2.

Defendant Traeger Pellet Grills, LLC ("Defendant") is a Florida limited liability company with its principal place of business in Wilsonville, Oregon. Defendant is the successor in interest to Traeger Industries, Inc.

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1 3.

2 In or about January 2006, Plaintiff and Defendant entered into an authorized distributor
3 agreement (the "Agreement"). The Agreement provided that Plaintiff would be the exclusive
4 authorized distributor of Traeger products in the territory of New Jersey, Pennsylvania,
5 Delaware, Maryland, West Virginia, Virginia, North Carolina, South Carolina, and the District of
6 Columbia (the "Distribution Territory"). The Agreement further provided that, so long as
7 Plaintiff complied with the terms of the Agreement, Defendant would not appoint any other
8 authorized distributor for the Distribution Territory.

9 4.

10 The term of the Agreement was January 1, 2006, through December 31, 2006, and the
11 Agreement specifically provided that it would "automatically renew unless terminated under the
12 conditions contained herein."

13 5.

14 The Agreement provided that Plaintiff was required to meet a specific purchase quota in
15 each year that the Agreement was in effect. Failure to meet the purchase quota was ground for
16 termination by Defendant. The Agreement did not provide any other ground for termination by
17 Defendant.

18 6.

19 Plaintiff met the purchase quota specified in the Agreement for 2006 and 2007.

20 7.

21 On or about November 28, 2007, Defendant notified Plaintiff that Defendant was
22 terminating the Agreement and that, as of January 1, 2008, Defendant itself would serve as
23 distributor for the Distribution Territory. Defendant's sole stated reason for terminating the
24 Agreement was that Defendant "ha[d] decided to go a different direction with [its] distribution."

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FIRST CLAIM FOR RELIEF

(Breach of Contract)

8.

Plaintiff incorporates and realleges the allegations contained in the preceding paragraphs as if fully alleged herein.

9.

Plaintiff and Defendant are parties to the Agreement.

10.

Plaintiff performed all of its obligations under the Agreement, including meeting its purchase quota in each year during which the Agreement was in place.

11.

Defendant breached the Agreement by terminating the Agreement without cause.

12.

As a direct and foreseeable result of Defendant's breach of the Agreement, Plaintiff has been damaged in an amount presently estimated to be in excess of \$1,000,000.00.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment in its favor on all claims, and as follows:

A. An award of damages in an amount to be determined at trial, which amount is in excess of \$1,000,000.00;

B. An award of Plaintiff's costs and expenses for this litigation; and

C. An award of all such other and further relief as may be deemed just and proper under the circumstances.

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JURY DEMAND

Plaintiff hereby demands a trial by jury as to all issues.

DATED this 31st day of March, 2011.

STOLL STOLL BERNE LOKTING & SHLACHTER P.C.

By: 

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